



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

July 16, 2004

**TO ALL PROSPECTIVE OFFERORS**

**SUBJECT: REQUEST FOR QUOTATIONS (RFQ) TIRNO-04-Q-00096**

**Perpetual License for Paper-based and E-Learning Training Modules  
for Cultural Awareness and Sensitivity Training**

You are invited to submit a quotation to the Internal Revenue Service (IRS) for the purchase of a perpetual license to a commercially available, off-the-shelf training module (paper-based and e-learning) for cultural awareness and sensitivity training. This cover letter is a summary of the salient elements of this commercial item acquisition. This letter is not an integral part of the solicitation. In the event of any inconsistencies between this letter and the solicitation, the solicitation data shall govern. This is an unrestricted acquisition.

**SET-ASIDE INFORMATION**

This acquisition is 100% set-aside for small businesses.

Additionally, in accordance with FAR 9.404, quotations are not solicited from firms that are debarred, suspended, or proposed for debarment. Offers from such firms will not be considered for award. Firms that are classified as such shall consider this an informational copy.

**CENTRAL CONTRACTOR REGISTRATION (CCR)**

Treasury has partnered with the Department of Defense (DoD), Defense Electronic Business Program Office (Defense e-Business) to use the Central Contractor Registration (CCR) system. As such, the IRS will only make contractual awards to businesses that are registered in CCR. Lack of registration in the CCR database will make your firm ineligible to receive payments under a contract and ineligible for contract renewal and new awards.

## OFFER PREPARATION INSTRUCTIONS

Instructions for your offer preparation are located in Section IV; all instructions in Section IV must be followed carefully. The date, time and place for proposal submission is set forth at Section IV, provision 2 - ADDENDUM TO FAR 52.212-1. (*Caution:* Late proposals, modifications and withdrawals will be treated in accordance with FAR 52.212-1, paragraph (f).

## SOLICITATION AMENDMENT(S)

Any amendment(s) to the solicitation will be posted to the IRS website. Offerors bear the responsibility of obtaining any amendment(s) (see Section IV, provision 1 - 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS, paragraph (b)(9) and provision 2 - ADDENDUM TO 52.212-1, item 2.2.4).

## EVALUATION AND SELECTION CRITERIA

This acquisition will be processed in accordance with the applicable Federal Acquisition Regulations, Treasury Acquisition/Procurement Regulations and the Internal Revenue Service Acquisition Procedures in effect at the time. Evaluation of the proposals (*written and oral*) will be in accordance with the criteria in Section V. It is anticipated that oral and/or written discussions will be held with offerors whose initial proposals are determined to be within the competitive range. At the conclusion of any discussions, the offerors will have the opportunity to submit revised proposals. Contract award will be made to those offers that are determined to be the most advantageous to the Government, all factors considered.

The solicitation does not commit the Government to pay any costs incurred in the preparation and submission of an offer, nor to contract for any services and/or supplies.

After evaluation, selection and contract awards, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer to be included with all other pre-award file documentation in the Official Contract File and the remainder will be destroyed.

## CONTRACT AWARD AND PROPOSED PERIOD OF PERFORMANCE

As a result of this solicitation, following technical evaluations and successful negotiations, it is anticipated that 1 contract will be awarded. The proposed performance period will be for 12 months after contract award, with 4 30-day option periods. Sections I - III of this RFP represent the draft/model contract and form the basis for the proposed contractual relationship between IRS and the successful offeror.

Blank areas appearing throughout the solicitation will be completed after negotiations by the Government and reflected in the contract award. Specific areas that must be completed upon offer submission are: all applicable portions of the Standard Form 1449 (SF-1449); Section I; Section II; and Section VI.

The small business size standard and Standard Industrial Classification code information is in Block 10 of the SF-1449.

Sincerely,

*Helen D. Carmona*

Helen D. Carmona  
Contracting Officer

Enclosure 1: TIRNO-04-Q-00096

**SECTION I****SUPPLIES OR SERVICES AND PRICES****B.1 GENERAL**

The Internal Revenue Service (IRS) seeks to purchase the perpetual license to a commercially available, off-the-shelf training module for cultural awareness and sensitivity as set forth in the Statement of Work at Section II, item 5.6.

**B.2 ITEMS BEING ACQUIRED**

The Contractor shall furnish all work products and services; management; supervision and personnel (except as may be expressly set forth in this contract as furnished by the Government) necessary to perform and provide the requirements of the Statement of Work.

The following fixed price/fixed rates are inclusive of all direct and indirect costs (salaries; fringe benefits; overhead and general and administrative expenses), travel and profit. These prices are applicable for the contract period of performance, inclusive of the 12-month base period and any exercised 30-day option periods. CLIN 0003 and 0005 will be on a fixed rate, indefinite delivery/indefinite quantity basis.

**B.2.1 BASE PERIOD 12 Months from Date of Contract Award**

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
0001	Perpetual license to commercially available, off-the-shelf training modules for <u>Cultural Awareness and Sensitivity</u> as described in the Statement of Work (Paper-based and E-Learning Components)	1	EA		
0002	Training documentation in support of CLIN 0001 (Instructor Guides and E-learning code specific to the paper-based and e-learning components)	1	LT		
0003	Contractor support to modify CLIN 0001 (paper-based and E-learning components)	EST 480	HR		
0004	Modified Documentation in support of IRS specific changes to CLIN 0001	1	LT		
0005	Contractor support to test-pilot the IRS-modified training modules (paper-based and E-Learning components)	EST 480	HR		
0006	Train-the-Trainer Class for 30 IRS Instructors	1	JB		

**B.2.2 PAYMENT SCHEDULE**

The Contractor shall invoice for payment on a per deliverable basis.

## SECTION II

## CONTRACT TERMS AND CONDITIONS

## 1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet/gov/far>

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2002
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
	<ul style="list-style-type: none"> <li>At paragraph (a) insert: <u>30 days of contract expiration</u>;</li> <li>At paragraph (c) insert: <u>16 months</u>.</li> </ul>	
52.227-14	RIGHTS IN DATA – GENERAL Alts II, III and IV	JUNE 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	JUNE 1987

## 2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer - check as appropriate]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

✓ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

✓ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).

✓ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

✓ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

✓ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

✓ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

✓ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

\_\_\_ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

✓ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (22) (i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I (May 2002) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2002) of 52.225-3.



\_\_\_ (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

✓ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

✓ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

✓ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer - check as appropriate]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

*Alternate I (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, re-designate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the re-designated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

### **3. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

#### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract (exercise of option(s)).

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted 30 days to review the document and to submit additional information or a rebuttal statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the official contract file, and may be used to support future award decisions.

#### **b. Electronic Access to Contractor Performance Evaluations**

Contractors that have INTERNET capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: [http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm). The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

### **4. SECTION 508 COMPLIANCE**

Effective June 25, 2001, the Federal government implemented Section 508 of the Rehabilitation Act of 1973, Amendments of 1998 (29 U.S.C. § 794(d)). Section 508 requires the federal government to only acquire electronic and information technology (EIT) goods and services that provides for access by persons with disabilities

The Contractor shall provide a comprehensive, specific list of all offered EIT products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194.

The Contractor shall clearly indicate where this list with full details of compliances can be found (e.g., Contractor's or other exact web page location).

The Contractor shall ensure that the list is easily accessible by typical users beginning five calendar days after task order award. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within three calendar days of changes to his product line.

The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall on 30 days notice, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral."

For more information, see [www.section508.gov](http://www.section508.gov).

#### **4.1 508 COMPLIANCE - ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY**

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

**5. ADDENDA TO FAR 52.212-4:**

**5.1. Subparagraph (g) INVOICE** is modified to incorporate the following information:

**1. REQUIRED CENTRAL CONTRACTOR REGISTRATION (JAN 2002)**

The United States Department of the Treasury has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. (This clause does not apply to the Treasury Bureau known as the Comptroller of the Currency.) Accordingly, the following requirements apply to this contract.

(a) Definitions. As used in this clause --

- (1) "Central Contractor Registration (CCR) database" means the primary Department of Defense (DoD) repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.

- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
  - (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award of a Treasury contract.
  - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of any Treasury Department (excluding the Comptroller of the Currency) award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at [www.ccr.gov](http://www.ccr.gov) for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)
- (e) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov>, from the Defense Electronic Business Program Office (Defense e-Business) at [contact.ccr@us.pwcglobal.com](mailto:contact.ccr@us.pwcglobal.com), from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at [dlis\\_support@dlis.dla.mil](mailto:dlis_support@dlis.dla.mil).

- (f) Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number, may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll-free at 800/333-0505, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.

#### **1.1 52.207-4 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

*"Central Contractor Registration (CCR) database"* means the primary Government repository for Contractor information required for the conduct of business with the Government.

*"Data Universal Numbering System (DUNS) number"* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*"Data Universal Numbering System +4 (DUNS+4) number"* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

*"Registered in the CCR database"* means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.



(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade-style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company, Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## **2. Electronic Funds Transfer (EFT) Payments**

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the Internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

**Internal Revenue Service  
Office of Financial Applications Support and Technology  
P. O. Box 3339,  
Cincinnati, Ohio 45201-3339  
Or Fax to: (513) 263-5020**

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award (see Attachment 2).

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, **if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.** Under this award, those contractors not registered in CCR but enrolled in EFT payments are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. **Contractors can e-mail notification of their changed CCR and EFT business information directly to:**  
[CFOBFC.CCRPaymentinformation@irs.gov](mailto:CFOBFC.CCRPaymentinformation@irs.gov)

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail [Nancy.V.Estep@irs.gov](mailto:Nancy.V.Estep@irs.gov) or [Joan.Aker@irs.gov](mailto:Joan.Aker@irs.gov). Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

**3. IR1052-01-002 PAID System**

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

**4. INVOICING AND PAYMENT** – The Contractor shall submit the original invoice or voucher to the COTR, identified above. A copy of each invoice or voucher shall be forwarded to the Contracting Officer. Each invoice or voucher submitted shall include the following:

1. IRS Contract Number
2. Contractor Name and address
3. Date of Invoice
4. Invoice Number
5. Amount of Invoice
6. Deliverable Covered by Invoice
7. Any adjustments to the invoice amount

**5. TAXPAYER IDENTIFICATION NUMBER**

In addition to the requirements at FAR 52.212-4(g)(1), *INVOICE*; for an invoice to be proper, it must also contain the Contractor's taxpayer identification number (TIN) / employer identification number (EIN).

**6. RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE**

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer question regarding the invoice.

NAME: \_\_\_\_\_  
(Print/Type)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

(Offeror to complete and submit with offer)

**7. CONTRACTOR'S REMITTANCE OR CHECK MAILING ADDRESS**

Indicate your firm's remittance or check mailing address below.

\_\_\_\_\_

\_\_\_\_\_

(Offeror to complete and submit with offer)

**8. CONTRACT PAYMENT METHODS**

Payments for amounts invoiced under this award will be made by electronic funds transfer through the Automated Clearing House (ACH) to a designated financial institution. Electronic payment is absolutely mandatory.

Contractors are required to provide a completed Contractor Express Enrollment Form, SF 3881 (Payment Information Form, ACH Contractor Payment System) to the COTR with 30-days of contract award and insure all information is kept current throughout the life of the contract.

Under ACH, an addendum record will accompany each payment issued to the Contractor's bank. The Government will use the (CCD+) ACH payment format to transmit the payment and addenda records to the bank. The Contractor and bank must agree how and when the addendum information will be provided to the Contractor.

The following information will be sent to the Contractor's bank:

- Payment date and amount
- IRS Agency Identifier
- Treasury Regional Finance Center that generates payments
- Addendum Information (as appropriate)  
\*\*\* (such as, but not limited to, invoice/contract number, interest penalty notice, additional reference information)
- Addendum payment information from this agency will be structured as follows
- Payment for one invoice

**5.2 Subparagraph (k) TAXES** is modified to incorporate the following information:

STATE AND LOCAL TAXES: In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State or local tax exemption. The Contractor may request a waiver, by the Contracting Officer, from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**5.3 Subparagraph (i) PAYMENT:** The following clause is applicable to this contract: 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (see Section II, item 13(a) for the full text of this clause).

**5.4 Subparagraph (s)(1):** See Section I – SUPPLIES OR SERVICES AND PRICES

**5.5 Subparagraph (s)(4)** is modified to incorporate the following clauses:

**1. CONTRACTOR PUBLICITY (DTAR 1003.57, amended)**

The provisions of 31 USC 333 prohibit the use of the words 'Federal Government', 'US', 'United States', 'Internal Revenue Service', 'IRS', 'Department of the Treasury' or 'Treasurer of the United States' or the title of any other Treasury or IRS Employee, or any abbreviations or initials for any of the above, symbols or emblems in a manner which could reasonably be interpreted or construed as conveying the false impression that advertisements, solicitations, business activities or products are in any manner approved, endorsed, sponsored, or authorized by, or associated with, the Service, Department, its bureaus, officers or employees. All violations shall be referred to legal counsel.

The Contractor agrees not to refer to the instant award in commercial advertising in such a manner as to state or imply the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Further, the Contractor shall not publicize, advertise, promote, issue news releases, etc., relating to this task order, or to the award of this task order, without first obtaining written approval by the Contracting Officer and COTR. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

**2. *Non-Payment for Unauthorized Work*** - No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

**3. *Type of Contract*** - As a result of the solicitation, the Government contemplates award of a **firm, fixed price** contract with fixed-rate, indefinite delivery/indefinite quantity components.



**4. Contract Administration -**

**(a) Contracting Officer** - The Contracting Officer for administration of this contract is:

***TO BE DETERMINED AT AWARD***

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this order, and notwithstanding any clauses contained elsewhere in this order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the order price to cover any increase in cost incurred as a result thereof.

**(b) Modification Authority** - Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- accept nonconforming work;
- waive any requirement of this contract; or,
- modify any term or condition of this contract.

**(c) Contracting Officer's Technical Representative** - The Contracting Officer's Technical Representative (COTR) for this contract s:

***TO BE DETERMINED AT AWARD***

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the order. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify order obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The Government, without prior notice to the Contractor, may change the COTR assignment for this order at any time. The Contractor shall be notified of the change.

**(d) *Technical Direction:*** Performance of the work under this contract shall be subject to the technical direction of the COTR identified in Section II.2.c.4(c) above or their designee. The term "technical direction" is defined to include:

(1) Directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or deliveries, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) Causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

The Contractor shall proceed promptly with the performance of technical directions issued by the COTR and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

The failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes" of contract clause 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS, paragraph (d).

**(e) Contractor Project Manager** - The Contractor's designated Project Manager for this order is:

Name: \_\_\_\_\_  
(Print/Type)

Voice & Fax Numbers: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
(Offeror to complete and submit with offer)

The Contractor shall provide a Project Manager for this order that shall have the authority to make any no-cost order, technical, hiring and dismissal decisions, or special arrangement regarding this order. The Project Manager shall be responsible for the overall management and coordination of this order and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

**(f) Incorporation of Representations and Certifications** - The Contractor's representations and certifications dated (To be completed at time of award) are hereby incorporated into the contract by reference.

**(g) Contract Period of Performance** - The contract period of performance will be for **12 months** from the date of award. The Government anticipates award to be made by August 31, 2004. Additionally, the contract includes **four (4) 30-day option periods** for the renewal of this effort, which may be exercised at the unilateral discretion of the Government in accordance with FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT.

(h) **Place of Performance** - The Contractor shall perform all work under this contract at:

**(To be completed at time of award)**

**5.6 Subparagraph (s)(9):** The following Statement of Work is incorporated herein:

## **CULTURAL AWARENESS AND SENSITIVITY TRAINING**

### **A. GENERAL INFORMATION**

#### **1.0 Background**

The Multilingual Initiative (MLI) was implemented as a result of Executive Order 13166, signed by President Clinton in August 2000, requiring federal agencies and recipients of federal aid to make services available to persons with Limited English Proficiency (LEP). IRS established Multilingual Policy Statement P-6-41, signed by Commissioner Rossotti in October 1999, to help non-English speaking customers understand and meet their tax obligations and to consider LEP needs as a part of all agency strategic and tactical plans.

One of the seven functional teams as established under the guidance of the MLI Project Office was the "Improve Training/Tools for Employees" team. After much research and site surveys, the team came up with several recommendations to improve the level of communication between our front-line employees and LEP taxpayers.

Recommendation #22 is to "Ensure current training for high-contact employees includes *Diversity and Cultural Awareness* training.

For this requirement, the working definition of cultural awareness and sensitivity is:

***The ability to recognize, appreciate, be aware of and sensitive to the various cultures represented within the taxpaying public.***

## 2.0 Objective

The purpose of this training is to positively impact taxpayer contact through improved customer service by increasing employees':

- 1) Awareness of various cultures and how an individual's cultural background impacts a person's response;
- 2) Knowledge to function more effectively in multicultural environments;
- 3) Skills to increase the level of cultural competence, cross-cultural conflict resolution, and creative problem solving;
- 4) Ability to eliminate communication barriers for more effective, accurate, and respectful interactions; and
- 5) Actions to implement this new knowledge, awareness, and skill

## 3.0 Scope

The IRS seeks to purchase the license to a set of commercially available, off-the-shelf training modules that address the issue of cultural awareness and sensitivity. It is the intent of the IRS to provide cultural awareness and sensitivity training to approximately 90,000 employees, nation-wide, ranging from front-line employees, i.e., Customer Service Representatives (CSR), Revenue Officers (RO) Revenue Agents (RA) through executive-level.

The target delivery window begins in late calendar year 2004 and should conclude before the end of calendar year 2005.

With the purchase of the training materials, the Contractor shall provide assistance to the IRS to modify the training materials to address specific issues pertinent to the IRS.

It is anticipated that following the modification of the training materials, there will be a 'pilot' that will take approximately 3 to 6 months to complete. During that time period, the Contractor shall assist the IRS with any additional modifications and provide a "Train-the-Trainer" class at an IRS location to be determined after contract award.

The period of performance shall not exceed 12 months from the date of contract award.

**B. WORK REQUIREMENTS****1.0 Course Content**

The training materials shall be designed for traditional classroom delivery (paper-based) as well as e-learning/on-line delivery.

The electronic component of the training module shall be compliant with the existing IRS operating environment. Currently, the IRS operates within *Micro Soft Windows XP (Windows 2002)*.

The focus of the training shall be on cultural awareness and sensitivity, not diversity or equal opportunity.

**2.0 Training Package Deliverables**

ITEM	DELIVERABLE
1.	Training Modules (paper-based and e-learning) with 'Master' copy of each
2.	Instructor Guides specific to paper-based and E-Learning with Code for the E-Learning component
3.	Contractor support to modify the training modules for IRS use
4.	Revised Final Module and Documentation for paper-based and E-Learning Modules provided in support of IRS-specific changes
5.	Contractor support during the test- pilot phase
6.	Train-the-trainer Session based on IRS-specific modules

**C. POST-AWARD MEETING**

Within 10 business days of contract award, the Contractor shall meet with the Contracting Officer, the Administrative Contracting Officer and the COTR at a location mutually agreed upon. At this meeting, the Contractor and COTR will develop and establish milestones and delivery due dates. Within 3 business days of this meeting, the Contractor shall provide the COTR with a *draft* milestone/delivery plan. The COTR will review the draft plan and provide comments back to the Contractor within 5 business days. Upon acceptance of the plan by the COTR, the final schedule for milestones, deliverables and due dates will be incorporated into the contract via modification.

**D. MILESTONE/DELIVERY SCHEDULE**

In accordance with the finalized milestone/delivery plan, the Contractor shall report to the COTR on the work progress of specific milestones and/or deliverables. The reporting may be in the form of e-mail and/or telephone communication based on mutually agreed upon, flexible schedule. The Contractor shall be available to the COTR during normal business hours.

**D.1 DELIVERY SCHEDULE**

*To be finalized by mutual agreement of the parties  
and incorporated by contract modification.*

ITEM	DELIVERABLE	DUE DATE
1.	Training Module (paper-based and E-Learning)	Before or at the Post-Award Orientation Meeting
2.	Instructor Guides specific to paper-based and E-Learning including the Code for the E-Learning Component	Before or at the Post-Award Orientation Meeting
3.	Contractor Support Hours provided in accordance with Milestone/Delivery Plan	On-going / As-Needed
4.	Revised Final Module and Documentation for paper-based and E-Learning Modules provided in support of IRS-specific changes	In accordance with Milestone / Delivery Plan
5.	Contractor support hours provided during the test pilot phase of the training modules	In accordance with Milestone/Delivery Plan
6.	Conduct/Provide the Train-the-trainer Session based on IRS-specific paper-based and E-Learning Modules	Within 20 business days of training module delivery (see item 5 above)

**E. KEY PERSONNEL**

The Contractor shall notify the Contracting Officer prior to making any changes in key personnel. Key personnel are defined as follows:

- a. personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- b. personnel whose resumes were submitted with the proposal; or
- c. any individuals designated as key personnel by agreement of the Government and the Contractor during negotiations.

The following individuals are defined as 'key personnel' for this requirement:

POSITION	NAME
PROJECT MANAGER/LEAD INSTRUCTOR	
ALTERNATE PROJECT MANAGER(S)/ INSTRUCTOR(S)	

**E.1 SUBSTITUTION OF KEY PERSONNEL**

(a) The Contractor shall assign to the contract those persons whose resumes were submitted with its' proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

(b) The Contractor shall not allow personnel substitutions during the contract performance period unless the Contractor promptly notifies the Contracting Officer, **with a copy to the COTR**, and provides the information required by paragraph (c) below. All proposed substitutions must be submitted, in writing, at least **fifteen (15) working days** in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below.



(c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such request and promptly notify the Contractor of approval or disapproval thereof within **TEN BUSINESS DAYS** of receipt of the substitution request.

## **E.2 REMOVAL AND REPLACEMENT OF CONTRACTOR PERSONNEL**

The Government reserves the right to request that the Contractor remove any Contractor employees whose continued use under this contract is deemed contrary to the best interests of the Government. Notice of such removal will be given in writing by the Contracting Officer.

In the event the Contractor finds it necessary to replace any of the assigned management personnel during the performance contract, the Contracting Officer and COTR shall be notified in writing. In cases of Contractor initiated reassignment of management personnel, notice shall be provided at least 15 calendar days prior to reassignment. Replacement management personnel shall meet or exceed the qualifications of the individual being replaced. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement management personnel are subject to the prior written approval of the Contracting Officer.

**SECTION IV****SOLICITATION PROVISIONS****1. 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS  
(OCT 2000)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors' initial offer should contain the offerors' best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

*(i) Availability of requirements documents cited in the solicitation.*

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* **(Applies to offers exceeding \$25,000)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors' name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**2. ADDENDUM TO FAR 52.212-1:**

**2.1 Subparagraph (b) *Submission of offers*** is amended to incorporate the following:

The offer shall include 1 paper copy with original signatures and 3 paper copies (also, see item 2.7 below).

**Offers are due no later than 3:00 PM, EST on THURSDAY, AUGUST 5, 2004**

Offers shall be delivered to:

INTERNAL REVENUE SERVICE  
Office of Procurement Operations  
Attn: Helen D. Carmona, OS:A:P:O:S  
Constellation Centre Building – 5<sup>th</sup> Floor  
6009 Oxon Hill Road  
Oxon Hill, MD 20745

**RE: TIRNO-04-Q-00096**

**2.2 Subparagraph (b)(4)** is amended to incorporate the following information:

**Technical Evaluation Criteria**

**Criterion 1 Corporate Experience/Past Performance**

The Offeror shall:

- Describe its' experience/past performance with course development and instruction in the area of human resource training and related activities within the past 5 years.

The Offeror shall identify at least 3 and not more than 5 contracts similar in size and scope performed in the last 5 years, where training and ancillary assistance (training customization; train-the-trainer assistance) was provided most similar to that required by the Statement of Work. Identify each contract by type. Preferably, at least one of the contracts identified should be currently active. Provide the following information for each contract:

(a) Contracting agency or firm, with address, e-mail address, FAX and telephone number.

(b) Date of contract, period of performance, and place(s) of performance and/or pick-up point(s).

(c) Address, e-mail address, FAX and telephone number of Contracting Officer and Technical Contract Manager.

(d) Whether this contract was terminated (partially or completely). If so, explain.

(e) One-page description of contract work scope and responsibilities; show how these efforts are similar to this proposed effort.

*The Government reserves the right to contact the Offerors references provided in the Offerors proposal as examples of experience to discuss and verify the information provided in the Offerors proposal.*

*The information gathered from these contacts will be used in the evaluation of the Offerors past performance/experience. Any negative information will be provided to the Offeror for comment during the proposal evaluation process.*

***All references must be received timely. Only 1 follow-up call will be made to any non-responsive reference. If references are not provided, the offeror will be considered to have no past performance.***

**Criterion 2 Key Personnel**

The Offeror shall submit resumes and reference information to verify work/training experience for work efforts similar to that described in the Statement of Work for all proposed key personnel.

Proposed Key Personnel shall:

- Document their training experience in the areas of cultural awareness and sensitivity training; diversity training and other human resource related training curricula
- Document their depth of overall training experience; level of education; courses taught and years of teaching.

**Criterion 3 508 Compliance**

The Offeror shall provide documentation/certification that its proposed e-learning module meet the 508 requirements for training materials and is compatible with the existing IRS operating system.

**2.2.1 COMPETITIVE RANGE**

Following the evaluation of the technical proposals, a competitive range determination will be made. Only those offerors within the competitive range will be scheduled for an oral presentation. At the conclusion of each offerors' oral presentation, clarifications and discussions will occur in accordance with FAR 15.610, Written or Oral Discussions.

**2.2.2 ORAL PRESENTATION AND/OR OPERATIONAL CAPABILITIES DEMONSTRATION (OCD)**

An oral presentation will be held with all Offeror(s) determined to be in the competitive range.

For the oral presentation, the Offeror shall provide a 'walk-thru' of the training module that most closely resembles the Statement of Work. The offerors' oral presentation shall be conducted before the Technical Evaluation Panel (TEP) and authorized procurement personnel.



Oral Presentations - Offerors selected to make an oral presentation shall address the technical information below. The evaluation of this information is set forth in 52.212-2.

NOTE: The physical presence and characteristics of the personnel conducting the presentation will not be evaluated - only the informational content and apparent knowledge of the individual(s). Professional assistance in preparing for the oral presentation is not necessary or warranted.

Notice of an offerors' scheduled oral presentation (date, time and location) will be provided in writing, from the Contracting Officer, within 20 business days after the closing date of the RFP.

Schedule for Presentations. The scheduling of offeror presentations will begin within 30 business days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of offers within the competitive range and the geographic location of those firms.

To the extent possible, the IRS will attempt to coordinate and accommodate the scheduling needs of each offeror. Once notified of the scheduled date and time for their presentations, offerors shall complete their presentations on the scheduled date and time.

Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

Form of Presentations: Offerors shall make their oral presentations in person to the TEP. Submission of videotapes or other forms of media containing the presentation for evaluation, in lieu of the oral presentation, will not be authorized and such technical proposals will be rejected. Elaborate presentations are not desired.

Offerors' Presentation Team: Only members of the offerors' in-house staff shall participate in the presentation.

Documentation: At the close of the presentation, the offeror shall provide the TEP with a listing of the names, firms, and position titles of all presenters and two copies of any presentation materials, such as slides or view graphs, that have been used in the presentation.

Time Allowed for Presentations. Each offeror will have a maximum of 90 minutes to conduct the oral presentation to the TEP. Time for discussions with IRS Technical Evaluation Panel and authorized procurement personnel is not included in this time frame.

At the conclusion of the offerors' oral presentation, the TEP will present any clarification and/or discussion questions that may develop as a result of the evaluation of the technical proposal and/or the oral presentation. If there are no questions, the TEP will inform the offeror that their individual presentation is concluded.

### **2.2.3 FINAL REVISED PROPOSAL**

Upon completion of the clarifications and/or discussions, all offerors still within the competitive range will be requested to submit a Final Revised Proposal. Following the evaluation of the final revised proposal, offerors whose proposals are most advantageous to the Government, considering price and other related factors, will be selected for contract awards.

### **2.2.4 DISCUSSIONS AND CORRESPONDENCE**

All communications concerning the solicitation, including any of a technical nature, shall be made through the Contracting Officer. Correspondence, including written questions, shall be submitted via e-mail to: [Helen.D.Carmona@irs.gov](mailto:Helen.D.Carmona@irs.gov)

In order to ensure a timely response, questions should be received by the Contracting Officer at least 10 CALENDAR DAYS after the solicitation posting to the IRS Procurement website at <http://www.procurement.irs.treas.gov/> After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFQ closing date.

**2.3 Subparagraph (b)(6):** Complete and submit B.2.1 of Section I – Supplies or Services and Prices.

**2.4 Subparagraph (b)(8):** Complete and submit Section V - Offeror Representations and Certifications.

**2.5 Subparagraph (b)(10):** Offerors shall submit Corporate Past Performance Information in accordance with Part IV, item 2.2 - Technical Evaluation Criteria, Criterion 1 – Corporate Experience and Past Performance.

**2.6 Subparagraph (c):** *Period for acceptance of offers* is amended as follows:

The offeror agrees to hold the prices in its offer firm for **60 calendar days from the date specified for receipt of offers.**

**2.7 Subparagraph (d):** *Product Samples* is amended as follows:

The Offeror shall submit for evaluation its commercially available, off-the-shelf training materials that most closely address the subject matter of the statement of work (cultural awareness and sensitivity) in paper-based and e-learning formats. This material shall be used in the Offerors' oral presentation.

**2.8 Subparagraph (j):** is modified to incorporate the following:

**FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors' name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**SECTION V**  
**EVALUATION of OFFERS**

**1. 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**A. TECHNICAL EVALUATION CRITERIA:**

**A1. Criterion 1 Corporate Experience/Past Performance**

The Government will evaluate the Offerors':

- Information that describes the Offerors' experience/past performance with course development and instruction in the area of human resource training and related activities within the past 5 years.

The Government will evaluate the Offerors' information provided relative to its' experience and past performance on at least 3 and not more than 5 contracts similar in size and scope performed in the last 5 years, which required work most similar to that described in the Statement of Work.

**A2. Criterion 2 Key Personnel**

The Offeror will be evaluated on the level of detail provided in the documentation that describes:

- The training experience in the areas of cultural awareness and sensitivity training; diversity training and other human resource related training curricula
- The depth of overall training experience; level of education; courses taught and years of teaching.

**A.3 508 Compliance**

The Government will evaluate the documentation/certification that its' proposed e-learning module meet the 508 requirements for training materials and is compatible with the existing IRS operating environment.

**A.4 Oral Presentation**

The IRS will evaluate the Offeror on its demonstrated cognizance and competence to explain and demonstrate its proposed training module.

**B. PRICE ANALYSIS**

Price analysis will be conducted in accordance with the applicable techniques cited at Federal Acquisition Regulation 15.805-2.

Corporate Experience/Past Performance; Key Personnel; 508 Compliance and the Oral Presentation, are listed in order of importance and when combined, are of greater importance than Price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**SECTION VI****OFFEROR REPRESENTATIONS AND CERTIFICATIONS****1. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –  
COMMERCIAL ITEMS (JUNE 2003)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.



(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* **[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]** The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* **[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. ***[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]***

(i) ***[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]*** The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) ***[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]*** Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). *(Check one of the following):*

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) ***[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]***

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. ***[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]***

(10) *HUBZone small business concern.* ***[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]*** The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ***[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_]*** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* **(Applies only if the contract is expected to exceed \$100,000.)** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state



antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). **[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

**[The offeror shall check the category in which its ownership falls]:**

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**2. COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS**

The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C.1354).

**3. CERTIFICATION**

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages).

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

The offeror makes the foregoing Representations and Certifications as part of its proposal.

_____	<b>TIRNO-04-Q-00096</b>
(Name of Offeror)	(Solicitation No.)

_____	_____
(Signature of Authorized Individual)	(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO VENDORS - TIRNO-04-Q-00096****CULTURAL AWARENESS AND SENSITIVITY TRAINING  
MODULES  
(Paper-based and E-Learning)**

To plan for the technical evaluation of the RFQ, you are requested to complete and return this form by **JULY 16, 2004**

Please return the completed form via:

E-MAIL: [helen.d.carmona@m1.irs.gov](mailto:helen.d.carmona@m1.irs.gov)

[ ☐ ] **YES**, I intend to submit a proposal. Please retain my firm on the bidder's mailing list for **TIRNO-04-Q-00096**.

[ ☐ ] **NO**, I do not intend to submit a proposal and would like to assist in reducing costs. Please remove my firm's name from the bidder's mailing list for this RFQ.

**PLEASE COMPLETE AND SUBMIT:**

**NAME:** \_\_\_\_\_  
*Print Name* *Date*

\_\_\_\_\_  
*Signature/Title* *Date*

**E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**TIRNO-04-Q-00096****ATTACHMENT 1****ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM**

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Direct Deposit Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L.93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY:

**INTERNAL REVENUE SERVICE**

AGENCY IDENTIFIER:

**IRS**

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

**CCD+**

ADDRESS:

**OFFICE OF FINANCIAL APPLICATIONS SUPPORT AND TECHNOLOGY****P.O. BOX 3339****CINCINNATI, OHIO 45201 – 3339**

CONTACT PERSON NAME:

TELEPHONE NUMBER:

FAX NUMBER:

**NANCY ESTEP OR JOAN AKER****(513) 684-2990****(513) 684-2045****PAYEE/COMPANY INFORMATION**

NAME:

SSN OR TAYPAYER ID NUMBER:

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

**( )****FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

CONTACT AT FINANCIAL INSTITUTION:

TELEPHONE NUMBER:

**( )**

NINE-DIGIT ROUTING TRANSIT NUMBER:

**60**

DEPOSITOR ACCOUNT NUMBER:

## Instructions for Completing ACH Vendor/Miscellaneous Payment Enrollment Form

1. Agency Information Section – Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency and the ACH format.
2. Payee/Company Information Section – Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, contact person and telephone number of the payee/company. Payee also verifies depositor account number and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section – Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account number and type of account. Signature, title and telephone number of the appropriate financial institution official is included.

Note: If Payee/Company knows all bank information, the Payee/Company may complete the Financial Institution Information Section. There is no requirement for a bank official signature.

A. Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.